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Attorneys for Plaintiff, Fifth Third Bank

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION

FIFTH THIRD BANK, an Ohio
Banking Corporation,

Plaintiff,

v.

ROHIT PATEL, an individual,

Defendant.

**COMPLAINT AND JURY
DEMAND**

Plaintiff Fifth Third Bank (“Plaintiff”), for its Complaint against Defendant Rohit Patel (“Defendant”), alleges as follows:

I. PARTIES

1. Plaintiff is an Ohio banking corporation with its principal place of business in Cincinnati, Ohio.

2. Upon information and belief, Defendant is an individual residing in Missoula County in the State of Montana and is a citizen of the State of Montana.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over the lawsuit under 28 U.S.C. § 1332, as the matter in controversy exceeds the sum of \$75,000 and is between citizens of different states.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), as Defendant is a resident of Montana. Venue is proper in this Division pursuant to Local Rule 1.2(c)(5).

III. COUNT I—BREACH OF PROMISSORY NOTE

5. On or about July 27, 2015, Defendant executed a promissory note agreement (the “Note”) in favor of Budget Inns of Bridgeport, LLC (“Budget Inns”). A copy of the Note is attached as Exhibit A.

6. On or about September 28, 2016, Budget Inns executed an allonge to the Note (“Allonge”) in favor of Plaintiff. A copy of the Allonge is attached as Exhibit B.

7. Plaintiff is the holder in due course, and is in possession, of the Note.

8. Defendant has defaulted on the Note by failing to make all of the payments due thereunder.

9. By virtue of this default, Plaintiff has declared all of the unpaid amounts due under the Note immediately due and payable.

10. Plaintiff has fulfilled all of its obligations under the Note, including any conditions precedent.

11. As of January 24, 2018, the total amount due under the Note exceeds \$1,200,000.00, plus interests, costs and attorney fees.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order:

1. Issuing judgment in favor of Plaintiff and against Defendant in an amount that is no less than \$1,200,000.00, plus interest, costs and attorney fees; and

2. Awarding such other relief as this Court deems appropriate and equitable.

IV. JURY DEMAND

Plaintiff hereby demands trial by jury on all issues so triable.

Dated this 25th day of January, 2018

/s/ Elizabeth L. Hausbeck
Attorneys for Plaintiff